
UNITED STATES DISTRICT COURT
District of Minnesota

Taqueria El Primo LLC, Victor Manuel Delgado
Jimenez, Mitchelle Chavez Solis, Benjamin
Tarnowski, El Chinelo Produce, Inc., Virginia
Sanchez-Gomez

JUDGMENT IN A CIVIL CASE

v. Plaintiffs,

Case Number: 19-cv-03071-JRT-ECW

Illinois Farmers Insurance Company, Farmers
Insurance Exchange, Farmers Group, Inc.,
Truck Insurance Exchange, Farmers Insurance
Company, Inc., Mid-Century Insurance
Company

Defendants.

Jury Verdict. This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

Decision by Court. This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

IT IS ORDERED AND ADJUDGED THAT:

1. Defendants' Motion to Exclude Expert Testimony of Akshay Rao [Docket No. 552] is **DENIED**;
2. Defendants' Motion to Exclude Expert Testimony of Michael J. Rothman [Docket No. 554] is **DENIED**;
3. Defendants' Motion to Exclude Expert Testimony of Allan I. Schwartz [Docket No. 555] is **DENIED**;
4. Plaintiffs' Motion to Exclude Expert Testimony of Nancy Watkins [Docket No. 558] is **DENIED**, but plaintiffs' request to strike the two challenged errata sheet changes

[Docket No. 564-11] by Watkins is **GRANTED**;

5. Plaintiffs' Motion to Exclude Expert Testimony of Bruce Strombom [Docket No. 573] is **DENIED**;
6. The Damages Class's Re-Filed Motion for Partial Summary Judgment and the Injunctive Class's Re-Filed Motion for Summary Judgment [Docket No. 546] is **GRANTED in part and DENIED in part** as follows:
 - a. The Court finds that billing limitation agreements entered into by Farmers violate Minnesota's No-Fault Automobile Insurance Act;
 - b. The Court finds that the Damages Class's MCFA claim is actionable, but issues of fact remain as to causal nexus and damages;
 - c. Defendants are enjoined from enforcing or entering into billing limitation agreements as alleged in this action.
7. Defendants' Motion for Summary Judgment [Docket No. 557] is **GRANTED in part and DENIED in part** as follows:
 - a. Summary judgment is granted as to Defendant FICI and FICI is **DISMISSED** from this case;
 - b. Summary judgment is **GRANTED** to Defendants on Plaintiffs' breach of contract claim;
 - c. Summary judgment is **DENIED** as to all other Defendants on the MCFA and MDTPA claims.
8. The case will be placed on the Court's next trial calendar.